

**INTERLOCAL AGREEMENT  
STARTRAN/UNL TRANSPORTATION PROGRAM**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate (UNL), and the CITY OF LINCOLN, NEBRASKA, a municipal corporation of the State of Nebraska, d/b/a STARTRAN (StarTran).

WHEREAS, StarTran has provided bus service in conjunction with the UNL Transportation Program since 1994; and

WHEREAS, the current contract will expire in August of 2003; and

WHEREAS, both parties want to extend this service for one year with two one-year options to renew; and

NOW, THEREFORE, StarTran and UNL do hereby agree as follows:

**I.**

**AUTHORITY**

StarTran and UNL are authorized to enter this Agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 to 13-807 (Reissue 1997).

**II.**

**ADMINISTRATION**

This project shall be administered on behalf of StarTran by the StarTran Transit Manager and on behalf of UNL by UNL Assistant Vice Chancellor for Business and Finance.

**III.**

**DEPARTMENT OF TRANSPORTATION REVIEW**

This Agreement is subject to compliance with Federal Transit Administration review according to U.S. Department of Transportation Charter and Americans With Disabilities Act Regulations.

**IV.**

**COSTS**

A. UNL shall pay StarTran Two Hundred Ninety Thousand (\$290,000.00) for the first contract year in four equal installments (\$72,500.00) upon billings submitted by StarTran to UNL at the end of November, 2003, February, 2004, May, 2004, and August, 2004.

B. All invoices for payment will be sent to the University of Nebraska, Business Services, 1700 Y Street, Lincoln, NE 68588-0646, Attention James Main.

C. All payments shall be sent to StarTran, 710 "J" Street, Lincoln, NE 68508.

D. Payments for subsequent years shall be adjusted as provided in Section V.

**V.**

## **PAYMENT REVISIONS**

UNL and StarTran will adjust the reimbursement under this contract annually on the following basis: Reimbursement equals bus replacement cost and a discounted operating cost directly relative to the most recent actual route service operating cost. "Cost" shall mean all actual costs and directly relates to actual increases and decreases in route service operating costs. In addition to this operating cost, a bus replacement fee will be calculated and added to the operating cost. For the present contract, the bus replacement cost is \$86,667.00

## **V.**

### **STARTRAN ROUTE, PROGRAM AND EQUIPMENT**

A. StarTran agrees to provide four transit vehicles on Route #24, an adequate number of qualified bus operators, repair and maintenance services for the subject vehicles, advertising, and suitable I.D. cards for the "no-fare" program.

B. The details and design of advertising, I.D. cards, accounting procedures, and repair and maintenance work will be as mutually agreed by UNL and StarTran.

C. UNL agrees to provide access on University roadways as is reasonably necessary according to the approved route. UNL agrees to hold StarTran harmless for any damage to any road surface, parking surface, roadbed or other structure supporting such surfaces, including those elements incorporated into the surface, for example and not as a means of limitation, such elements as surface and sewer drains and manhole covers, which may directly result from the weight of the buses or other aspects of the transportation provided pursuant to this Agreement.

D. UNL and StarTran agree that this project consists of the following programs:

(1) A StarTran Public Bus Route:

- (a) Operated during the regular school year, approximately from August through May during the academic year, the exact beginning and ending for each academic year will be mutually agreed to by StarTran and UNL.
- (b) Operated Monday through Friday, 6:55 a.m. to 6:10 p.m., with at least 28.5 hours per day of transit service provided.
- (c) Open to the public, advertised, and subject to the same fare structure as all other StarTran routes.
- (d) With a specified route and stops (Route #24) both within the university campuses and between East Campus and City Campus as mutually agreed to by UNL and StarTran.

(2) "No-Fare Program:

- (a) The “no-fare” program will allow all UNL faculty, staff and students to use all regular fare StarTran services upon presentation of proper identification.
- (b) The “no-fare” program is effective at all times of StarTran operation all year during the effectiveness of this agreement.

## **VII.**

### **DURATION**

This Agreement shall remain in force and effect for one year beginning August 21, 2003 with provision that this Agreement may be renewed for two additional one-year periods by approval of the administrators provided in paragraph II.

## **VIII.**

### **TERMINATION**

A. Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing. Such termination shall be effective thirty days after such notice. Upon termination, UNL shall pay StarTran for any costs incurred and transportation services completed up to the date of termination.

B. Either party has the right to terminate this Agreement for any reason for the party's own convenience. If either party terminates this Agreement for convenience, such party shall provide written notice of the same to the other party. Such termination shall be effective thirty days after such notice. Upon termination, UNL shall pay StarTran for any costs incurred and transportation services completed up to the date of termination.

## **IX**

### **DISCRIMINATION**

The parties agree to abide by Lincoln Municipal Code Title 11 related to Equal Opportunity for bus service under this Agreement.

## **X.**

### **INDEMNIFICATION**

To the fullest extent permitted by law, StarTran and UNL shall indemnify and hold harmless each other and the other party's officers, agents, and employees from and against claims, damages, losses, and expenses including, but not limited to, attorneys fees, arising out of or resulting from the performance of this Agreement that result in any claim for damage whatsoever, including without limitation any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use

that is caused in whole or in part by the other party or anyone directly or indirectly employed by any other party or anyone for whose acts any of them may be liable. This section shall not require StarTran or UNL to indemnify or hold harmless the other party for any losses, claims, damages, and expenses arising out of or resulting from its own sole negligence.

## **XI**

### **NEBRASKA LAW**

This Agreement shall be governed and interpreted by the laws of the State of Nebraska.

## **XII**

### **INTEGRATION**

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

## **XIII**

### **AMENDMENT**

This Agreement may be amended or modified only in writing signed by both StarTran and UNL.

### **BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, A Public Body Corporate**

ATTEST:

\_\_\_\_\_  
Larry Worth, Transit Manager

By: \_\_\_\_\_  
Vice Chancellor for Business and Finance  
University of Nebraska, Lincoln

### **CITY OF LINCOLN, NEBRASKA, A Municipal Corporation, d/b/a STARTRAN**

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Don Wesely, Mayor

UNL agreement